



State of New Jersey

DEPARTMENT OF LAW AND PUBLIC SAFETY

DIVISION OF LAW
ENVIRONMENTAL PROTECTION SECTION

36 WEST STATE STREET
TRENTON 08625

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SECTION CHIEF

February 1, 1979

Henry Gluckstern, Esq.
U. S. EPA, RegionII
26 Federal Plaza, Room 441
New York, NY 10007

Re: State, DEP v. Ventron Corp.
Docket No. C-2996-75

Dear Mr. Gluckstern:

As per your request, enclosed are copies of pleadings
in the above matter.

Very truly yours,

JOHN J. DEGNAN
ATTORNEY GENERAL

Steven A. Tasher
Deputy Attorney General

SAT:mp
Enc.

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FILED

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TO BE A TRUE COPY
Acting Clerk

J. J. [Signature]

acting clerk

WILLIAM F. HYLAND
Attorney General of New Jersey
Attorney for Plaintiff
36 West State Street
Trenton, New Jersey

By: RONALD P. HEKSCH
Deputy Attorney General
(609) 292-1556

C. 2996-75

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, BERGEN COUNTY
DOCKET NO.

STATE OF NEW JERSEY, DEPARTMENT)
OF ENVIRONMENTAL PROTECTION,)

Plaintiff,)

v.)

Civil Action)

COMPLAINT)

VENTRON CORPORATION, a Massachu-)
setts corporation, WOOD RIDGE)
CHEMICAL, a Nevada corporation,)
ROBERT M. WOLFE and RITA WOLFE,)
his wife, and THE UNITED STATES)
LIFE INSURANCE COMPANY, a New)
York corporation,)

Defendants.)

The State of New Jersey, by the Department of Environ-
mental Protection, having its principal office in the Labor and
Industry Building, John Fitch Plaza, Trenton, New Jersey 08625,
by way of complaint against the defendant says:

FIRST COUNT

1. The Department of Environmental Protection (hereinafter "Department") is empowered by N.J.S.A. 13:1D-9e to ". . .institute legal proceedings for the prevention of pollution of the environment and abatement of nuisances in connection therewith and shall have authority to seek and obtain injunctive relief and the recovery of fines and penalties. . . ."

2. More specifically, the Department is empowered by N.J.S.A. 58:10-23.8 to seek injunctive relief and recover sums expended in preventing and correcting the damage done by the discharge of hazardous substances, debris and petroleum products into or upon the waters of the State.

3. The defendants, Ventron Corporation and Wood Ridge Chemical, are corporations who did business at diverse locations throughout and beyond the State of New Jersey. In particular, said defendants owned a parcel of land in the Borough of Wood-Ridge, Bergen County, New Jersey, formerly designated as Block 229, Lot 10, presently designated as Lot 229, Lots 10BA and 10B, on the tax maps of said borough, consisting of approximately 6.50 acres.

4. The defendants, Ventron Corporation and Wood Ridge Chemical, for many years operated a mercury processing facility, at the aforementioned premises in the Borough of Wood-Ridge which handled pure mercury, distilled mercury, mercury compounds and other hazardous substances.

5. On or about May 7, 1974, the premises in question were purchased by defendants Robert M. Wolfe and Rita W. Wolfe, his wife.

6. On or about December 11, 1975, Robert M. Wolfe and Rita W. Wolfe, his wife, sold a portion of said premises, to wit, Block 229, Lot 10A, to defendant the United States Life Insurance Company, a New York corporation registered to do business in the State of New Jersey.

7. As a direct result of defendants' activities at the aforementioned premises, quantities of mercury, distilled mercury, mercury compound and other hazardous substances have been leaked, dripped, spilled and discharged from the real and personal property of the defendants, aforesaid, into the soil underlying the property in question.

8. The soils of the premises in question have for some time been saturated with mercury, distilled mercury, mercury compounds and other hazardous substances wherefrom, measurable quantities of mercury, distilled mercury, mercury compounds and other hazardous substances have migrated, runoff, and discharged into the waters of the State.

9. Such discharge is in violation of N.J.S.A. 58:10-23.4; constitutes a threat to the environment and the health and welfare of the residents of the area; and is inimical to the best interests of the people of the State of New Jersey.

10. To date defendants have failed to correct such

condition in a manner satisfactory to the Department and have indicated their refusal to so perform, all in contravention of the statutes as aforesaid.

11. The Department intends to authorize third parties to correct the condition complained of at the expense of defendants pursuant to N.J.S.A. 58:10-23.5 and 58:10-23.7

WHEREFORE, plaintiff demands judgment on this count ordering the defendants:

(a) Immediately to cease discharging mercury, distilled mercury, mercury compounds and other hazardous substances into the waters of the State of New Jersey;

(b) To correct the condition giving rise to such discharge to the satisfaction of the Department;

(c) To reimburse the State for such costs as may be incurred, pursuant to N.J.S.A. 58:10-23.5 and N.J.S.A. 58:10-23.7;

(d) For such other relief as the court might deem just and proper; and

(e) For costs of suit.

SECOND COUNT

1. The plaintiff repeats all of the allegations of the First Count with the same force and effect as if fully stated herein.

2. The Department is empowered by N.J.S.A. 23:5-28 to seek injunctive relief and penalties in preventing the discharge and drainage of deleterious substances into the waters of the State .

3. On diverse and numerous dates over a period of years, mercury, distilled mercury, mercury compounds and other hazardous, deleterious, destructive and poisonous substances have been drained, washed, discharged, run off, and allowed to flow from the premises in question into the ground and/or surface waters on and adjoining said lands in violation of N.J.S.A. 23:5-28.

4. Despite knowledge of the condition giving rise to said unlawful drainage and discharge, defendants have refused to take steps to eliminate said unlawful drainage and correct the condition giving rise to same.

5. A person violating N.J.S.A. 23:5-28 is liable to a penalty of not more than \$6,000 for each offense.

6. Defendants have violated the applicable provisions of N.J.S.A. 23:5-28 on diverse occasions.

WHEREFORE, plaintiff demands judgment on this count ordering the defendants to:

(a) Prohibit and correct the drainage and/or discharge of mercury, distilled mercury, mercury compounds and other hazardous and deleterious substances into the waters of the State;

(b) Pay a penalty of \$6,000 for each offense;

(c) Such other relief as the court might deem just and proper; and

(d) For costs of suit.

THIRD COUNT

1. The plaintiff repeats all of the allegations of

the First and Second Counts of the complaint with the same force and effect as if fully stated herein.

2. The conditions giving rise to the discharge which is the subject of this complaint constitutes a continuing public nuisance dangerous to the residents of the immediate area, the environment of the region as a whole and the public interest.

3. The defendants have refused and continue to refuse to correct said conditions so as to eliminate the resulting public nuisance in a manner satisfactory to the Department.

WHEREFORE, plaintiff demands judgment ordering the defendants to:

(a) Immediately eliminate, in a manner satisfactory to the Department, the public nuisance created by the mercury, distilled mercury, mercury compounds and other hazardous substances which saturate the soils on the lands as specified aforesaid;

(b) Take all steps necessary to prevent mercury, distilled mercury, mercury compounds and other hazardous substances from draining into the waters of the State;

(c) Such other relief as the court may otherwise direct; and

(d) For costs of suit.

WILLIAM F. HYLAND
Attorney General of New Jersey
Attorney for Plaintiff

By 
Ronald P. Heksch
Deputy Attorney General

LOWENSTEIN, SANDLER, BROCHIN,
KOHL & FISHER
744 Broad Street
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(201) 624-4600
Attorneys for Defendants
Robert and Rita Wolf

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - BERGEN COUNTY
DOCKET NO. C-2996-75

STATE OF NEW JERSEY, DEPARTMENT
OF ENVIRONMENTAL PROTECTION,

Plaintiff,

-vs-

VENTRON CORPORATION, et al.

Defendants.

:
:
:
:
:
:
:

Civil Action

ANSWER OF DEFENDANTS
ROBERT AND RITA WOLF

Defendants Robert M. and Rita W. Wolf, by way of answer
to the complaint say:

AS TO THE FIRST COUNT

1. These defendants admit that the Department of
Environmental Protection is empowered with certain authority by
virtue of the provisions of N.J.S.A. 13:1D-9 and refer to the
statutory language for the terms and scope thereof.

2. These defendants admit that the plaintiff is empowered by N.J.S.A. 58:10-23.8 to seek relief from the courts, and refer to the statutory language for the terms and scope thereof.

3. Upon information and belief the allegations of paragraph 3 of the complaint are true.

4. Upon information and belief, these defendants admit that Ventron Corporation and Wood Ridge Chemical for many years operated a mercury processing facility at the aforementioned premises in the Borough of Wood-Ridge which handled mercury in some form, but these defendants are without sufficient information or knowledge to admit or deny the precise forms in which the mercury was used, or whether "other hazardous substances" may have been involved.

5. These defendants admit that on or about May 7, 1974, the premises in question were conveyed to defendants Robert M. and Rita W. Wolf, his wife, by deed of that date.

6. These defendants admit that on or about December 11, 1975 they conveyed by deed Block 29, Lot 10A to defendant The United States Life Insurance Company, a New York corporation registered to do business in the State of New Jersey.

7. These defendants deny the allegations of paragraph 7 of the Complaint insofar as they relate to these defendants' activities. With respect to the defendants Ventron Corporation and Wood Ridge Chemical Corporation, upon information and believe, the allegations of paragraph 7 of the Complaint are true.

8. Upon information and belief these defendants admit that the soil of the premises in question for some time prior to May 7, 1974 had been saturated with mercury in various forms causing measurable quantities of such mercury to migrate, run off, and discharge into the waters of the State. However, these defendants deny that either Lot 10A or 10B is presently the source of any mercury discharge into the waters of the State, and have insufficient knowledge or information to admit or deny the allegations of paragraph 8 with respect to "other hazardous substances".

9. These defendants deny that they are discharging presently in violation of N.J.S.A. 58:23.4, or that the premises presently constitute a threat to the environment and health and welfare of the residents of the area, or are inimical to the best interests of the people of the State of New Jersey.

10. These defendants deny the allegations of paragraph 10 of the complaint insofar as it relates to them.

11. These defendants are without sufficient knowledge or information to admit or deny the truth of the allegations of paragraph 11 of the Complaint.

AS TO THE SECOND COUNT

1. These defendants repeat all the allegations of their answer to the First Count with the same force and effect as if fully stated herein.

2. These defendants admit that the plaintiff is empowered by virtue of N.J.S.A. 23:5-28 to take certain actions, and refer to the statutory language for the terms and scope thereof.

3. As to the conduct of these defendants while in possession or ownership of the premises the allegations of paragraph 3 are denied.

4. As to these defendants, the allegations of Paragraph 4 are denied.

5. Paragraph 5 is admitted.

6. As to these defendants, the allegations of Paragraph 6 are denied.

AS TO THE THIRD COUNT

1. These defendants repeat all the allegations of their answers to the First and Second Counts of the Complaint with the same force and effect as if fully stated herein.

2. These defendants admit that as of May 7, 1974 the conditions giving rise to the discharge which is the subject of the complaint would constitute a continuing public nuisance dangerous to the residents of the immediate area, the environment as a whole, and the public interest, but state that due to abatement measures undertaken by these defendants, such conditions no longer exist and have been adequately abated.

3. As to these defendants, the allegations of paragraph 3 are denied.

FIRST AFFIRMATIVE DEFENSE

1. On or about July 28, 1975, Lot 10, Block 229 was subdivided into two lots, Lot 10A and Lot 10B by deeds of that date recorded by the Clerk of Bergen County in Book 6028, page 440 et seq.

2. With respect to Lot 10A, defendants submitted plans to and obtained approval from plaintiff to remove any and all contaminated soil from the premises of Lot 10A and to deposit the same on Lot 10B.

3. These defendants did cause to be removed from Lot 10A any and all contaminated soil with the result that as of September 1, 1974, Lot 10A was no longer contaminated by the presence of mercury or mercury compounds in any significant or detrimental amounts, and is no longer, if it ever was, a source for the discharge of any mercury or hazardous substances to the waters of the State.

SECOND AFFIRMATIVE DEFENSE

1. Paragraphs 1 to 3 of the first Affirmative Defense are repeated herein.

2. Throughout 1974 these defendants submitted plans which plaintiff accepted for certain abatement measures to contain and eliminate the threat of mercury discharge into the waters of the state from the soil of Lot 10B. Defendants have, at great cost and expense, provided for the containment of all contaminated

soil by special foundations and certain retaining walls, and thereby, have abated completely and fully the conditions of the site so that such conditions are no longer present, to the extent they ever were, and do not constitute a threat to the environment and health and welfare of the residents of the area, or to the interests of the people of the State of New Jersey.

THIRD AFFIRMATIVE DEFENSE

1. Paragraphs 1 to 3 of the First Affirmative Defense and paragraph 2 of the Second Affirmative Defense are repeated herein.

2. At all times these defendants advised plaintiff fully and completely of their actions and obtained, when necessary, approval of all actions taken with respect to soil conditions at the site. These defendants acted in reliance on the approval, tacit and explicit, given them by plaintiff and thereby significantly and irrevocable changed their position.

3. The plaintiff, by its conduct, has ratified the actions of these defendants, and is estopped to assert that any of the actions taken are inconsistent with or pose a threat to the environment and the health and welfare of the people of the State.

FOURTH AFFIRMATIVE DEFENSE

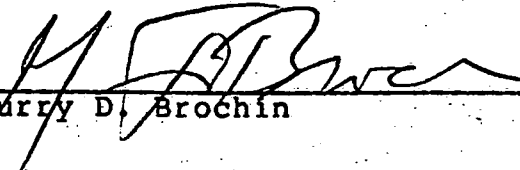
The conditions complained of in the complaint, to the extent that they ever existed or continue to exist, were caused

or created by third parties over whom these defendants had no control.

FIFTH AFFIRMATIVE DEFENSE

These defendants are not "responsible persons" as that term is used to impose liability for penalties or otherwise under the statutes upon which plaintiff relies relating to water pollution.

LOWENSTEIN, SANDLER, BROCHIN,
KOHL & FISHER
Attorneys for Defendants
Robert and Rita Wolf

By 
Harry D. Brochin

Dated: April 21, 1976

LIEB. WOLFF & SAMSON

A PROFESSIONAL CORPORATION

80 MAIN STREET

WEST ORANGE, NEW JERSEY 07052

(201) 325-2700

ATTORNEYS FOR Defendants Ventron Corp. and
Wood Ridge Chemical Corporation

Plaintiff

STATE OF NEW JERSEY, DEPARTMENT OF
ENVIRONMENTAL PROTECTION,

vs.

Defendants

VENTRON CORPORATION, a Massachusetts
corporation, WOOD RIDGE CHEMICAL, a
Nevada corporation, ROBERT M. WOLF
and RITA WOLF, his wife, and THE UNITED
STATES LIFE INSURANCE COMPANY, a New
York Corporation.

SUPERIOR COURT OF
NEW JERSEY
CHANCERY DIVISION
BERGEN COUNTY

Docket No. C 2996-75

CIVIL ACTION

ANSWER OF DEFENDANTS
VENTRON CORPORATION
AND WOOD RIDGE CHEMICAL
CORPORATION

Defendant Ventron Corporation (hereinafter "Ventron"),
a Massachusetts corporation having its principal place of
business in Beverly, Massachusetts, and defendant Wood Ridge
Chemical Corporation (hereinafter "Wood Ridge"), a Nevada
corporation that, prior to being merged into defendant Ventron
in June, 1974, had its principal place of business in Wood Ridge,
New Jersey, by way of answer to the complaint, say:

1. They admit that the Department of Environmental Protection is empowered with certain authority by virtue of the provisions of N.J.S.A. 13:1D-9, and they refer to the statutory language for the terms and scope thereof.

2. They admit that the plaintiff is empowered by N.J.S.A. 58:10-23.8 to seek relief from the courts, and they refer to the statutory language for the terms and scope thereof.

3. They admit that prior to 1974 defendant Wood Ridge did business on a parcel of land it owned in the Borough of Wood Ridge, Bergen County, New Jersey, as described, and they admit that Ventron is a corporation that does business beyond the State of New Jersey; each and every remaining allegation contained in paragraph three is denied.

4. They admit that Wood Ridge for many years operated a mercury processing facility at the aforementioned premises in the Borough of Wood Ridge, which facility handled mercury in various forms; each and every remaining allegation in paragraph four is denied.

5. They admit that defendants Robert M. Wolf and Rita W. Wolf purchased the premises in question and that title thereto was conveyed by defendant Wood Ridge by deed of May 7, 1974.

6. They lack information sufficient to form a belief as to the truth of the allegations contained in paragraph six.

7. They deny that the activities of Wood Ridge at the premises resulted in quantities of mercury being leaked, dripped, spilled or discharged into the soil beyond the amounts permitted under applicable law. With respect to defendants Wolf, upon information and belief, the allegations contained in paragraph seven are true.

8. They lack information sufficient to form a belief as to the truth of the allegations contained in paragraph eight.

9. They deny the allegations contained in paragraph nine.

10. They specifically deny that the plaintiff has requested defendants Ventron and Wood Ridge to take any corrective action with respect to soil contamination; each and every remaining allegation contained in paragraph ten also is denied.

11. They lack information sufficient to form a belief as to the truth of the allegations contained in paragraph eleven.

SECOND COUNT

1. They repeat and make a part hereof their answers to the allegations contained in the First Count.

2. They admit that the plaintiff is empowered by virtue of N.J.S.A. 23:5-28 to take certain actions, and they refer to the statutory language for the terms and scope thereof.

3. They deny the allegations contained in paragraph three as to defendants Ventron and Wood Ridge.

4. They deny the allegations contained in paragraph four as to defendants Ventron and Wood Ridge.

5. They admit that N.J.S.A. 23:5-28 currently provides for a penalty of not more than \$6,000 for each offense, but they deny that the current provision has any applicability to the alleged actions of defendants Wood Ridge and Ventron.

6. They deny the allegations contained in paragraph six.

THIRD COUNT

1. They repeat and make a part hereof their answers to the allegations contained in the First and Second Counts.
2. They deny the allegations contained in paragraph two.
3. They deny the allegations contained in paragraph three as to defendants Ventron and Wood Ridge.

FIRST SEPARATE DEFENSE

The conditions complained of in the complaint, to the extent they ever existed or continue to exist, were caused or created by third parties over whom defendants Ventron and Wood Ridge had no control.

SECOND SEPARATE DEFENSE

Some or all of the claims in the complaint against defendants Ventron and Wood Ridge fail to state a cause of action.

THIRD SEPARATE DEFENSE

At all relevant times during the operation of its facility, defendant Wood Ridge complied with all applicable federal and state environmental pollution laws, regulations and standards.

FOURTH SEPARATE DEFENSE

Some or all of the claims in the complaint against defendants Ventron and Wood Ridge are barred by the applicable statute of limitations.

FIFTH SEPARATE DEFENSE

Some of the claims for relief in the complaint against defendant Ventron and Wood Ridge must be dismissed because defendant Wood Ridge no longer owns or controls the subject land and premises.

SIXTH SEPARATE DEFENSE

Some of the claims for relief in the complaint against defendants Ventron and Wood Ridge must be dismissed because plaintiff is estopped by reason of its failure to notify and apprise these defendants of the alleged violations and corrective action deemed necessary, such that the plaintiff and defendants Wolf agreed upon a course of action detrimental to the defendants Ventron and Wood Ridge.

SEVENTH SEPARATE DEFENSE

Defendants Ventron and Wood Ridge are not "persons

responsible" as that term is used to impose liability for penalties or otherwise under the statutes upon which plaintiff relies relating to water pollution.

EIGHTH SEPARATE DEFENSE

During the period that defendant Wood Ridge operated its facility, the plaintiff approved of and acquiesced in the procedures used by said defendant. The plaintiff did not notify, or take any action against, this defendant relating to the allegations in the complaint. When Wood Ridge ceased operations and sold the premises, it relied upon the nonaction of the plaintiff to its detriment. As a result, plaintiff is estopped from asserting the claims set forth in the complaint against defendants Wood Ridge and Ventron.

LIEB, WOLFF & SAMSON
Attorneys for Defendants
Ventron Corp. and Wood Ridge
Chemical Corporation

BY *Ronald E. Wiss*
RONALD E. WISS

I hereby certify that this Answer has been served within the time allowed by R. 4:6 as extended by stipulation.

Ronald E. Wiss
RONALD E. WISS

MURRY D. BROCHIN, ESQ.
LOWENSTEIN, SANDLER, BROCHIN,
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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION-BERGEN COUNTY
DOCKET NO. C-2996-75

STATE OF NEW JERSEY, DEPARTMENT
OF ENVIRONMENTAL PROTECTION,

Plaintiff,

-vs-

VENTRON CORPORATION, a Massachu-
setts corporation, WOOD RIDGE
CHEMICAL, a Nevada corporation,
ROBERT M. WOLF and RITA WOLF, his
wife, and THE UNITED STATES LIFE
INSURANCE COMPANY, a New York
corporation,

Defendants.

Civil Action

CROSSCLAIM

Defendants Wolf against
Defendants Ventron Corp.
and Wood Ridge Chemical
Corporation.

Defendants Robert M. and Rita W. Wolf, his wife, resid-
ing at 10 Robbins Lane, Short Hills, Essex County, New Jersey,
crossclaiming against defendants Ventron Corporation and Wood
Ridge Chemical Corporation say:

COUNT I

FRAUDULENT CONCEALMENT

1. At all relevant times defendants Ventron Corporation ("Ventron") and Wood Ridge Chemical Corporation ("Wood Ridge") are or were corporations doing business in the State of New Jersey. For many years prior to May 1974, defendants Ventron and Wood Ridge owned and operated an extensive facility for the manufacture of various chemical products on a certain tract of land located at Park Place East, in the Borough of Wood Ridge, County of Bergen, State of New Jersey, as more particularly described in the annexed deed, Exhibit A hereto, also known as Lot 10, Block 229. (Hereafter the "site").

2. In 1973 negotiations opened between defendant Robert Wolf and representatives of defendants Ventron and Wood Ridge for the purchase of the site. Following negotiations, on February 5, 1974, the parties entered into an option agreement calling for the purchase of the site at a price of \$630,000, the same being the fair market value for land in the vicinity in an uncontaminated and marketable condition. Defendant Robert Wolf, acting through various affiliated companies, commenced final arrangements for the development of two warehouses on the site, including necessary construction contracts, financial arrangements, leasing arrangements, and similar such commitments, and involving conveying fee title to defendant United States Life Insurance Company or its affiliates.

3. On May 7, 1974, defendants Ventron and Wood Ridge conveyed title to the site to defendants Robert and Rita Wolf by a certain bargain and sale deed (Exhibit A) recorded at Book 5898, Page 202 et. seq. by the Bergen County Clerk.

4. Immediately after closing, defendants Wolf, through their agents and employees, commenced demolition of the existing structures. Shortly thereafter, the New Jersey Department of Environmental Protection (NJDEP) and the United States Environmental Protection Agency (USEPA) advised defendants Wolf, Ventron, and Wood Ridge that soil contamination at the site purchased from Ventron and Wood Ridge was the probable source of mercury pollution in Berry's Creek and much of the Meadowlands in the vicinity of the site. In June 1974 defendant Wolf was directed by the NJDEP and USEPA to undertake extensive and expensive testing of soil contamination caused by the presence of mercury and mercury compounds in the soil and to undertake such containment measures as were necessary to abate the pollution potential of the site.

5. Unknown to defendants Wolf as of the closing in May 1974, the defendants Ventron and Wood Ridge for years previous had contaminated the soil of the site with mercury and mercury compounds as a result of the manufacturing activities conducted on the site. In the early 1970's, the NJDEP and USEPA had insisted that defendants Ventron and Wood Ridge undertake extensive pollution abatement measures, including abating the soil condition, so as to prevent tidal action from carrying any mercury and mercury

compounds into the surrounding waters. The defendants Ventron and Wood Ridge, however, failed to undertake suitable measures.

6. The facts known to defendants Ventron and Wood Ridge, and which should have been known to them, imposed a duty upon them to disclose to defendant Wolf the existence of the mercury contamination of the soil, and to disclose the concern expressed by the NJDEP and USEPA with respect thereto. Instead, throughout the negotiations with defendant Wolf, the defendants Ventron and Wood Ridge, by their words, deeds and silence, induced defendant Wolf to believe the site was ordinary land suitable for development.

7. Defendants Ventron and Wood Ridge fraudulently and deliberately concealed and knowingly failed to disclose the existence of major latent defects known to them and unknown to defendant Wolf and not reasonably observable or discoverable by them.

8. The defendants Ventron and Wood Ridge fraudulently, knowingly and actively concealed the contamination of the soil by mercury which had been created and negligently maintained by them, although such contamination presented unreasonable risk of harm to others and would subject any successor in interest to prosecution unless the risk were abated at considerable expense.

9. Notwithstanding the extensive abatement measures taken by defendant Wolf to avoid liability and prosecution as a result of conditions at the site, the State of New Jersey, Department of Environmental Protection instituted the Complaint in this

matter against Ventron, Wood Ridge, Robert and Rita Wolf, and the United States Life Insurance Company, demanding, inter alia, that defendants cease, eliminate, and prevent mercury discharge from the soil of the site into the waters of the State, reimbursement of costs, penalties, and other relief.

10. As a direct result of the mercury contamination of the soil, defendants Wolf suffered extensive additional costs and delay in the completion of the contemplated warehouse development project, were required at great expense to install abatement structures to mitigate and eliminate the pollution potential of the site, have been subjected to suit by the State of New Jersey, Department of Environmental Protection for further injunctive relief, penalties, reimbursement of cost, will be required to expend additional monies to defend the action, and may in the future be required or take other actions to prevent pollution.

COUNT II

NEGLIGENT REPRESENTATIONS

1. Defendants Wolf repeat and reallege the allegations of paragraphs 1 through 10 of Count I of the Crossclaim as if set forth in full herein.

2. The defendants Ventron and Wood Ridge did negligently conceal and fail to advise defendants Wolf of a materially defective condition of the site, which was created and negligently maintained by them and which they had a duty to abate.

3. As a consequence of the foregoing, defendants Wolf acquired the site without knowledge or notice of the conditions and as a result thereof suffered damages.

COUNT III

NUISANCE

1. Defendants Wolf repeat and reallege the allegations of paragraphs 1 through 10 of Count I of the Crossclaim as if set forth in full herein.

2. Defendants Ventron and Wood Ridge created and negligently permitted to remain on the site a defective and artificial condition, the presence of mercury and mercury compounds, which involved unreasonable risk of harm to others and to the waters of Berry's Creek and the surrounding Meadowlands. Defendants Ventron and Wood Ridge created thereby a private and public nuisance at the site and were strictly and primarily liable to abate the same.

3. Defendants Wolf acquired the site from defendants Ventron and Wood Ridge without knowledge or notice of the nuisance created by them, as a result of which defendants Wolf have suffered and may in the future suffer additional damages, and have been deprived of the use and enjoyment of the site.

COUNT IV

INDEMNIFICATION

1. Defendants Wolf repeat and reallege the allegations of paragraphs 1 through 10 of Count I of the Crossclaim as if set forth in full herein.

2. Prior to May 1974, the defendants Ventron and Wood Ridge created and maintained a public nuisance at the site and were primarily liable to abate the same and primarily liable for their conduct to all other persons who were or may be injured or harmed as a result.

3. Defendants Wolf acquired the site from defendants Ventron and Wood Ridge without knowledge or notice of the condition of the site and thereby became secondarily liable through no fault of their own as fee owners for the abatement of the nuisance and for any injury or harm suffered or which may be suffered by others.

4. As a result of the condition of the site, defendants Wolf were severely delayed to their detriment in the completion of the development, were required to expend considerable sums to abate the nuisance, have been subjected to suit by the plaintiff State of New Jersey which must be defended, and may in the future suffer other damages.

5. Plaintiff State of New Jersey, Department of Environmental Protection seeks relief against defendants Wolf, Ventron and Wood Ridge under statutory and common law. While defendants Wolf deny such liability in material part, in the event they are adjudged liable for all or some of the relief requested in the Complaint, such liability is purely secondary, imputed, vicarious, or technical, while that of defendants Ventron and Wood Ridge is primary and attributable to their action and inaction.

6. Defendants Ventron and Wood Ridge are liable to indemnify and hold harmless the defendants Wolf from all cost, expense and damage suffered or which may be suffered by them as a result of the condition of the site and defendants Ventron and Wood Ridge conduct.

COUNT V

COVENANT AGAINST ACTS AND DEEDS

1. Defendants Wolf repeat and reallege the allegations of paragraphs 1 through 10 of Count I of the Crossclaim.

2. By their deed of May 1974, defendants Ventron and Wood Ridge covenanted that they had not done or executed or knowingly suffered to be done or executed any act, deed or thing whatsoever whereby or by means whereof the premises or any part thereof then or at any time thereafter would or might be charged or encumbered in any manner or way whatsoever.

3. Defendants Ventron and Wood Ridge breached their covenant because the land in question was charged and encumbered by the presence of mercury contamination in the soil, and as a result defendants Wolf have been deprived of the quiet enjoyment of the site and have suffered and may in the future suffer additional damages in the discharge of the encumbrance created by the defendants Ventron and Wood Ridge.

COUNT VI

CONTRIBUTION

Demand is made hereby for contribution from defendants

Ventron and Wood Ridge under the applicable provisions of the Joint Tortfeasors Contribution Act (N.J.S. 2A:53A-1 et seq.).

WHEREFORE, defendants Robert M. and Rita W. Wolf demand judgment against Ventron Corporation and Wood Ridge Chemical Corporation for:

1. An appropriate permanent mandatory injunction requiring defendants Ventron and Wood Ridge, their successors and assigns, to defend, indemnify and hold harmless the defendants Wolf, their heirs, successors, or assigns, from any and all claims or suits for damages or other relief by the State of New Jersey Department of Environmental Protection and any other persons and to undertake at their sole cost and expense any injunctive relief afforded to plaintiff.

2. All damages, including

- (a) the difference between the purchase price of the site and the fair market value of the site in the actual condition in which it was conveyed;

- (b) all extra expenses incurred by reason of construction delays in the development of the site;

- (c) all costs and expenses incurred and which may be incurred to abate and maintain abatement of the condition of the site, including fees, studies, analysis, and other expenses associated therewith;

- (d) lost profits;

3. Punitive damages;

4. Interest and costs of suit;
5. Attorneys fees; and
6. Such other relief as the Court shall deem just.

LOWENSTEIN, SANDLER, BROCHIN,
KOHL & FISHER
Attorneys for Defendants
Robert and Rita Wolf

By: 

Murray D. Brochin

LIEB, WOLFF & SAMSON

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WEST ORANGE, NEW JERSEY 07052

(201) 325-2700

ATTORNEYS FOR Defendant Ventron Corporation

Plaintiff

STATE OF NEW JERSEY, DEPARTMENT OF
ENVIRONMENTAL PROTECTION,

vs.

Defendants

VENTRON CORPORATION, a Massachusetts
corporation, WOOD RIDGE CHEMICAL, a
Nevada corporation, ROBERT M. WOLF and
RITA WOLF, his wife, and THE UNITED
STATES LIFE INSURANCE COMPANY, a New
York corporation.

SUPERIOR COURT OF
NEW JERSEY
CHANCERY DIVISION
BERGEN COUNTY

Docket No. C-2996-75

CIVIL ACTION

CROSSCLAIM OF VENTRON
CORPORATION AGAINST
DEFENDANTS WOLF

Defendant Ventron Corporation (hereinafter "Ventron"),
a Massachusetts corporation having its principal place of busi-
ness in Beverly, Massachusetts, by way of crossclaim against
defendants Robert M. Wolf and Rita W. Wolf (hereinafter collec-
tively "Wolf"), says:

FIRST COUNT

1. Ventron is the surviving corporation of a merger with Wood Ridge Chemical Corporation (hereinafter "Wood Ridge"), which was a wholly owned subsidiary of Ventron until the merger on June 15, 1974. As the result of the merger, Ventron has acquired all rights of Wood Ridge, including the right to maintain this action against the defendants Wolf.

2. Prior to May 7, 1974, Wood Ridge owned certain land in Wood Ridge, Bergen County, New Jersey, as described in Exhibit A annexed to the crossclaim of defendants Wolf (hereinafter the "site"). On May 7, 1974 Wood Ridge conveyed title to the site, including the buildings thereon, to defendants Wolf by bargain and sale deed, a copy of which is Exhibit A to the Wolf crossclaim.

3. When defendants Wolf purchased the site, they knew that the buildings thereon had been used for many years by defendant Wood Ridge for the production of mercury and mercury compounds.

4. Defendants Wolf proceeded to demolish the buildings on the site. Those defendants, however, failed to use proper

demolition techniques consonant with the known history of mercury associated with the structures. As the result of such negligent demolition, residual mercury throughout the structures was allowed to enter and contaminate the soil and nearby waters.

5. The New Jersey Department of Environmental Protection instituted the Complaint in this action against Ventron demanding, inter alia, that Ventron eliminate and prevent mercury discharge from the soil of the site into the waters of the State.

6. While defendant Ventron denies such liability, in the event it is adjudged liable for all or some of the relief demanded in the Complaint, such liability is purely secondary, imputed, vicarious or technical, while that of defendants Wolf is primary and attributable to them.

7. Defendants Wolf are liable to indemnify and hold harmless the defendant Ventron from all cost, expense, and damage which may be suffered by it as a result of the negligent demolition of the structures on the site.

SECOND COUNT

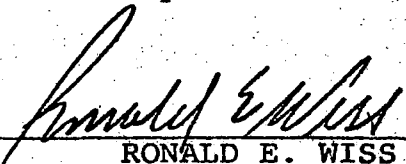
1. It repeats and makes a part hereof the allegations contained in paragraphs 1 through 5 of the First Count.

2. As the result of the negligent demolition of the structures on the site, which demolition led to the mercury contamination in the waters of New Jersey, defendant Ventron hereby demands contribution from defendants Wolf under the applicable provisions of New Jersey's Joint Tortfeasors Contribution Act.

WHEREFORE, defendant Ventron demands judgment against defendants Wolf for indemnification and contribution for any and all claims for damages or other relief that may be suffered by defendant Ventron as the result of the within action by the New Jersey Department of Environmental Protection, together with costs of suit and such other relief as the Court deems proper.

LIEB, WOLFF & SAMSON
Attorneys for Defendant
Ventron Corporation

By


RONALD E. WISS

LOWENSTEIN, SANDLER, BROCHIN,
KOHL & FISHER
744 Broad Street
Newark, New Jersey 07102
(201) 624-4600

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - BERGEN COUNTY
DOCKET NO. C-2996-75

STATE OF NEW JERSEY DEPARTMENT:
OF ENVIRONMENTAL PROTECTION,

Plaintiff,

vs.

VENTRON CORPORATION, et al.,

Defendants.

:
: Civil Action

:
: ANSWER TO CROSSCLAIM OF
: DEFENDANT THE UNITED STATES
: LIFE INSURANCE COMPANY AGAINST
: DEFENDANTS WOLF

Defendants Robert M. and Rita W. Wolf, by way of Answer
to the Crossclaim of The United States Life Insurance Company,
say:

1. These defendants admit the allegations of paragraph
1.

2. These defendants deny that they have violated any
covenant or are liable to U.S. Life for any damages U.S. Life may
suffer as a consequence of the facts contained in the Complaint,

but refer to the precise language of the Lease for the terms of any and all covenants contained therein.

3. These defendants deny the allegations of paragraph 3 of the Crossclaim.

LOWENSTEIN, SANDLER, BROCHIN,
KOHL & FISHER
Attorneys for Defendants
Robert M. and Rita W. Wolf

By Michael L. Rodburg
Michael L. Rodburg

Dated:

June 21, 1976

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION : BERGEN COUNTY
DOCKET NO. C-2996-75**

Civil Action

ANSWER AND CROSSCLAIM AGAINST
DEFENDANTS ROBERT M. WOLFE
AND RITA WOLFE, HIS WIFE

VS.

Defendants.

Defendant, The United States Life Insurance Company,
having its principal place of business at 125 Maiden Lane,
New York, New York 10038, by way of answer to the complaint
says:

FIRST COUNT

1. Defendant does not have sufficient knowledge to form a belief as to the truth of the allegations of paragraph 1 and, therefore, denies the same.

2. Defendant does not have sufficient knowledge to form a belief as to the truth of the allegations of paragraph 2 and, therefore, denies the same.

3. Defendant does not have sufficient knowledge to form a belief as to the truth of the allegations of paragraph 3 and, therefore, denies the same.

4. Defendant does not have sufficient knowledge to form a belief as to the truth of the allegations of paragraph 4 and, therefore, denies the same.

5. Defendant denies the allegations of paragraph 5, except, it admits that defendants Robert M. Wolfe and Rita Wolfe, his wife, purchased the premises in question.

6. Defendant admits the allegations of paragraph 6.

7. Defendant denies the allegations of paragraph 7.

8. Defendant denies the allegations of paragraph 8.

9. Defendant denies the allegations of paragraph 9.
10. Defendant denies the allegations of paragraph 10.
11. Insofar as paragraph 11 contains any allegations against defendant (which does not readily appear from that paragraph), defendant denies the same.

SECOND COUNT

1. Defendant repeats each and every answer to the allegations of the First Count as if the same were fully set forth herein at length.
2. Defendant does not have sufficient knowledge to form a belief as to the truth of the allegations of paragraph 2 and, therefore, denies the same.
3. Defendant does not have sufficient knowledge to form a belief as to the truth of the allegations of paragraph 3 and, therefore, denies the same.
4. Defendant denies the allegations of paragraph 4.
5. Defendant does not have sufficient knowledge to form a belief as to the truth of the allegations of paragraph 5 and, therefore, denies the same.

6. Defendant denies the allegations of paragraph 6.

THIRD COUNT

1. Defendant repeats its answers to all of the allegations of the First and Second Counts as if the same were fully set forth herein at length.

2. Defendant does not have sufficient knowledge to form a belief as to the truth of the allegations of paragraph 2 and, therefore, denies the same.

3. Defendant denies the allegations of paragraph 3.

FIRST AFFIRMATIVE DEFENSE

Plaintiff is not entitled to the relief which it seeks for the reason that it has waived any claim against this defendant in that it permitted and approved the actions of any one or more of the defendants in this cause to perform work and do such other things on lands, other than those owned by this defendant, and on which such other lands the alleged violations of law, if any, were permitted to occur.

SECOND AFFIRMATIVE DEFENSE

Plaintiff is not entitled to the relief which it

seeks because it is estopped to assert any claims against this defendant for the reasons set forth in the First Affirmative Defense.

CROSSCLAIM

Defendant The United States Life Insurance Company, (hereinafter "US Life"), by way of crossclaim against defendants Robert M. Wolfe and Rita Wolfe, his wife, (hereinafter the "Wolfes"), says:

1. On the same date that defendant US Life acquired title to part of the premises referred to in the complaint from the Wolfes, US Life leased the acquired premises to the Wolfes pursuant to a document of lease dated December 11, 1975.

2. In accordance with the provisions of that lease, the Wolfes certified to US Life that any and all work previously done on said premises acquired by US Life was done in a good and workmanlike manner and in compliance with all applicable laws and ordinances, regulations and orders of governmental authorities. If any of the allegations of plaintiff's complaint are true, then, the Wolfes have violated the foregoing covenant and are liable to US Life for such damages

as US Life may suffer as a consequence of the facts contained in the complaint and should be required to correct the deficiencies, if any, referred to therein.

3. Under and pursuant to the balance of the provisions of the aforementioned lease, including but not limited to Articles IV, V and VII, the Wolfes are solely liable for any of the costs or damages to which plaintiff may be obligated and should pay any such sum which may be assessed against US Life and they are, in accordance with the provisions of said lease, required to correct the deficiencies, if any, referred to in the complaint.

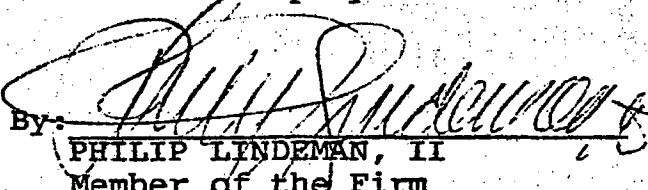
WHEREFORE, defendant, The United States Life Insurance Company, demands judgment on the crossclaim against the defendants, Robert M. Wolfe and Rita Wolfe, his wife, as follows:

(a) That they be required to pay any and all damages which may be assessed against this defendant as a consequence of the within action; and

(b) That they be directed to correct any deficiencies or other things which may be required by order of this

Court on the part of defendant, The United States Life Insurance Company.

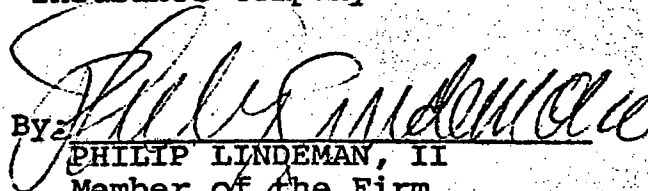
HELLRING, LINDEMAN & LANDAU
Attorneys for Defendant
The United States Life
Insurance Company

By: 
PHILIP LINDEMAN, II
Member of the Firm

CERTIFICATION

We hereby certify that the within Answer and Crossclaim has been filed and served within the time prescribed by the Rules of Court and as extended by the Stipulation entered into between the parties.

HELLRING, LINDEMAN & LANDAU
Attorneys for Defendant
The United States Life
Insurance Company

By: 
PHILIP LINDEMAN, II
Member of the Firm

Dated: June 4, 1976.

LIEB, WOLFF & SAMSON

A PROFESSIONAL CORPORATION

80 MAIN STREET

WEST ORANGE, NEW JERSEY 07052

(201) 325-2700

ATTORNEYS FOR Defendants Ventron Corp. and
Wood Ridge Chemical Corporation

Plaintiff

STATE OF NEW JERSEY, DEPARTMENT OF
ENVIRONMENTAL PROTECTION,

vs.

Defendant s

VENTRON CORPORATION, a Massachusetts
corporation, WOOD RIDGE CHEMICAL, a
Nevada corporation, ROBERT M. WOLF
and RITA WOLF, his wife, and THE UNITED
STATES LIFE INSURANCE COMPANY, a New
York corporation

N.J. SUPERIOR COURT
CHANCERY DIVISION:
BERGEN COUNTY

Docket No. C 2996-75

CIVIL ACTION

ANSWER TO CROSSCLAIM OF
DEFENDANTS WOLF

Defendant Ventron Corporation (hereinafter "Ventron"),
a Massachusetts corporation having its principal place of
business in Beverly, Massachusetts, and defendant Wood Ridge
Chemical Corporation (hereinafter "Wood Ridge"), a Nevada
corporation that, prior to being merged into defendant Ventron
in June, 1974, had its principal place of business in Wood
Ridge, New Jersey, by way of answer to the crossclaim of
defendants Robert M. and Rita W. Wolf, say:

FIRST COUNT

1. They admit that Wood Ridge manufactured various chemical products for many years prior to May 1974 on the tract of land owned by it in Wood Ridge, County of Bergen, State of New Jersey, as described in the deed annexed to the Wolf crossclaim as Exhibit A; each and every remaining allegation contained in paragraph one is denied.

2. They admit that during 1973 and 1974 defendant Robert Wolf negotiated for the purchase of the site from defendant Wood Ridge, and that on February 5, 1974, defendants Wolf entered into an option agreement for the purchase of the site at a price of \$630,000, which price was the fair market value of the land and buildings. As to the remaining allegations contained in paragraph two, these defendants have insufficient knowledge to either admit or deny same.

3. They admit that on May 7, 1974 Wood Ridge conveyed title to the site to Robert M. Wolf and Rita W. Wolf by bargain and sale deed annexed to the Wolf crossclaim as Exhibit A; each and every remaining allegation contained in paragraph three is denied.

4. They admit that in June 1974, during the demolition of existing structures by defendants Wolf, the New Jersey Department of Environmental Protection had notified defendants Wolf that purported soil contamination at the site

was a possible source of alleged mercury pollution in Berry's Creek. As to the remaining allegations contained in paragraph four, these defendants have insufficient knowledge to either admit or deny same.

5. They admit that in the early 1970's the United States Environmental Protection Agency had instructed Wood Ridge to undertake certain actions to control the discharge of mercury compounds, and that Wood Ridge successfully complied with those instructions so that any discharge of mercury compounds was within every standard prescribed by law; each and every remaining allegation contained in paragraph five is denied.

6. They deny each and every allegation contained in paragraph six.

7. They deny each and every allegation contained in paragraph seven.

8. They deny each and every allegation contained in paragraph eight.

9. They admit that the plaintiff instituted this action against the named defendants for the relief sought in the complaint. As to each and every remaining allegation contained in paragraph nine, these defendants have insufficient knowledge to either admit or deny same.

10. They deny that they are responsible for the alleged damages claimed by defendants Wolf. As to each and every remaining allegation contained in paragraph ten, these defendants have insufficient knowledge to either admit or deny same.

SECOND COUNT

1. They repeat their answers to the allegations contained in paragraphs one through ten of the First Count of the Crossclaim as if set forth at length herein.

2. They deny the allegations contained in paragraph two.

3. They deny the allegations contained in paragraph three.

THIRD COUNT

1. They repeat their answers to the allegations contained in paragraphs one through ten of the First Count of the Crossclaim as if set forth at length herein.

2. They deny the allegations contained in paragraph two.

3. They deny the allegations contained in paragraph three.

FOURTH COUNT

1. They repeat their answers to the allegations contained in paragraphs one through ten of the First Count of the Crossclaim as if set forth at length herein.

2. They deny the allegations contained in paragraph two.

3. They deny the allegations contained in paragraph three.

4. They deny the allegations contained in paragraph four.

5. They deny the allegations contained in paragraph five.

6. They deny the allegations contained in paragraph six.

FIFTH COUNT

1. They repeat their answers to the allegations contained in paragraphs one through ten of the First Count of the Crossclaim as if set forth at length herein.

2. They admit that Wood Ridge conveyed the site to defendants Wolf by deed of May 7, 1974, and they refer to that deed for its exact terms and conditions; each and every remaining allegation contained in paragraph two is denied.

3. They deny the allegations contained in paragraph three.

SIXTH COUNT

They deny any liability to defendants Wolf for contribution under the provisions of the Joint Tortfeasors Contribution Act.

FIRST AFFIRMATIVE DEFENSE

Some or all of the claims against defendants Ventron and Wood Ridge by defendants Wolf are barred by the Statute of Frauds.

SECOND AFFIRMATIVE DEFENSE

Some or all of the claims against defendants Ventron and Wood Ridge by defendants Wolf fail to state a cause of action.

THIRD AFFIRMATIVE DEFENSE

Some or all of the delays and damages alleged by defendants Wolf resulted from their own acts or neglects and are not the responsibility of defendants Ventron and Wood Ridge. In particular, defendants Wolf improperly demolished the buildings on the site such that residual mercury throughout the structures was allowed to enter and contaminate the soil. Defendants Wolf are guilty of contributory negligence.

FOURTH AFFIRMATIVE DEFENSE

The sale of the property to defendants Wolf was made with full disclosure by defendants Wood Ridge and Ventron of all known soil conditions of the property. Defendants Wolf purchased the property with knowledge of possible soil contamination. They accepted any risk concerning soil conditions. Accordingly, they have waived any claim to damages against defendants Wood Ridge and Ventron.

FIFTH AFFIRMATIVE DEFENSE

Defendants Wolf are sophisticated purchasers of real estate. Said defendants knew, or reasonably should have known, of the possible soil contamination of the property they were buying from defendant Wood Ridge. They accepted any risk concerning soil conditions. Accordingly, they have waived any claim to damages against defendants Wood Ridge and Ventron.

SIXTH AFFIRMATIVE DEFENSE

Pursuant to paragraph 5 of the February 5, 1974 contract of sale between defendants Wolf and Wood Ridge, defendants Wolf had the right to enter upon the land to make test borings, surveys and studies for purposes commensurate with ascertaining the suitability of the property for their purposes. Accordingly, defendants Wolf knew, or should have known, of the possible soil contamination of the property they were buying from defendant Wood Ridge. Defendants Wolf accepted any risk concerning soil conditions. Accordingly, they have waived any claim to damages against defendants Wood Ridge and Ventron.

SEVENTH AFFIRMATIVE DEFENSE

The sale of the property to defendants Wolf was made subject to all governmental laws, ordinances and regulations in force and effect. Defendant Wood Ridge expressly disclaimed any representations as to any governmental restrictions as to the use and occupancy of the premises, and defendants Wolf

represented that they were fully familiar with same and did not rely upon any statements made on behalf of Wood Ridge. Accordingly, they have waived any claim to damages against defendants Wood Ridge and Ventron.

EIGHTH AFFIRMATIVE DEFENSE

Defendants Wolf purchased the property as is, where is, and without any warranties or representations, express or implied, by defendants Ventron or Wood Ridge as to the use and occupancy of the premises.

NINTH AFFIRMATIVE DEFENSE

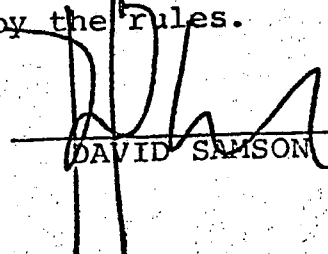
Defendants Wolf are estopped from claiming certain damages against Wood Ridge and Ventron as a result of the demolition, restoration and reconstruction undertaken after defendants Wolf learned of the claims made and relief sought by the New Jersey Department of Environmental Protection and the United States Environmental Protection Agency.

LIEB, WOLFF & SAMSON
Attorneys for defendants,
Ventron Corporation and
Wood Ridge Chemical

BY


DAVID SAMSON

I hereby certify that a copy of the within answer was served within the time prescribed by the rules.


DAVID SAMSON

LOWENSTEIN, SANDLER, BROCHIN,
KOHL & FISHER
744 Broad Street
Newark, New Jersey 07102
(201) 624-4600

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION BERGEN COUNTY
DOCKET NO. C-2996-75

STATE OF NEW JERSEY DEPARTMENT
OF ENVIRONMENTAL PROTECTION,

Plaintiff,

vs.

VENTRON CORPORATION, et al.,

Defendants.

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Civil Action

ANSWER TO CROSSCLAIM OF
DEFENDANT VENTRON CORPORA-
TION AGAINST DEFENDANTS WOLF

Defendants Robert M. and Rita W. Wolf by way of answer
to the crossclaim of Ventron Corporation say:

FIRST COUNT

1. These defendants are without sufficient knowledge
or information to admit or deny the truth of the allegations of
paragraph 1.

2. The allegations of paragraph 2 are admitted.

3. The allegations of paragraph 3 are denied.

4. These defendants admit that defendants Wolf, through their agents and employees, commenced demolition of the existing structures, but explicitly deny the remaining allegations in paragraph 4.

5. The allegations of paragraph 5 are admitted.

6. The allegations of paragraph 6 are denied.

7. The allegations of paragraph 7 are denied.

SECOND COUNT

1. These defendants repeat and make a part hereof their answers to the allegations contained in paragraphs 1 through 5 of the First Count.

2. The allegations of paragraph 2 are denied.

FIRST AFFIRMATIVE DEFENSE

1. Crossclaimant Ventron alleges in its crossclaim against defendants Wolf that residual mercury was present throughout the structures at the time of demolition and such residual mercury was permitted, by defendants Wolf's negligence, to enter and contaminate the soil and nearby waters.

2. It was the legal and contractual obligation of Ventron to have safely removed and disposed of any and all residual mercury or other hazardous chemicals from the site.

3. Any residual mercury remaining on the site at the time of demolition was solely the result of defendant Ventron's negligence, and breach of its duty and contractual obligations.

4. Defendants Wolf were not negligent in the demolition of the structures at the site, and any contamination of the soil or nearby waters was caused in whole or in part by the negligence of Ventron.

SECOND AFFIRMATIVE DEFENSE

1. Defendants Wolf repeat and make a part hereof the allegations of paragraphs 1 through 4 of the First Affirmative Defense.

2. Ventron's negligence was greater than any negligence of defendants Wolf and Ventron's crossclaim is accordingly barred and diminished pursuant to the provisions of the Comparative Negligence Act, N.J.S.A. 2A:15-5.1 et seq.

THIRD AFFIRMATIVE DEFENSE

1. Defendants Wolf repeat and make a part hereof the allegations of paragraph 1 of the First Affirmative Defense.

2. The facts alleged by defendant Ventron in its crossclaim against defendants Wolf amount to an admission that Ventron created a defective and artificial condition involving unreasonable risk of harm to defendants Wolf and others. Defendant Ventron created and maintained thereby a private and public nuisance at the site and was strictly and primarily liable to abate the same prior to conveyance.

3. Defendants Wolf acquired the site from defendant Ventron without knowledge or notice of the nuisance created by defendant Ventron.

4. In the demolition of the structures at the site defendants Wolf relied upon recommendations advice of defendant Ventron in disposing of any residual chemicals or other potentially hazardous agents found on the premises.

5. Defendant Ventron is barred and estopped by its conduct from asserting any crossclaims against defendants Wolf.

FOURTH AFFIRMATIVE DEFENSE

Defendant Ventron manifest conduct inequitable in nature and is guilty of unclean hands.

LOWENSTEIN, SANDLER, BROCHIN,
KOHL & FISHER
Attorneys for Defendants Robert
M. and Rita W. Wolf

By: Michael L. Rodburg
Michael L. Rodburg

Dated: June 21, 1976

CERTIFICATION

We hereby certify that the within Answer to
Crossclaim has been filed and served within the time prescribed
by the Court.

Lowenstein, Sandler, Brochin,
Kohl & Fisher
Attorneys for Defendants
Robert M. and Rita W. Wolf

By: Michael L. Rodburg
Michael L. Rodburg

Dated: June 21, 1976